

**FLEISCHER, FLEISCHER & SUGLIA, P.C.**  
**Nicola G. Suglia, Esquire**  
**Four Greentree Centre**  
**601 Route 73 Noth, Suite 305**  
**Marlton, NJ 08053**  
**(856) 489-8977**

**Attorneys for Plaintiff**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

CANON FINANCIAL SERVICES, INC.	)	
	)	
Plaintiff,	)	Case No. 1:24-CV-0965 (DNH/DJS)
	)	
v.	)	Amount Claimed:
	)	\$590,558.00, plus
	)	prejudgment interest and
THE COLLEGE OF SAINT ROSE	)	attorneys' fees and costs
	)	
	)	
Defendant.	)	

**COMPLAINT**

Plaintiff, Canon Financial Services, Inc., files this Complaint against Defendant, The College of Saint Rose, and in support thereof states the following:

**PARTIES**

1. Plaintiff, Canon Financial Services, Inc. ("Plaintiff"), is a corporation incorporated in the State of New Jersey with a principal place of business located at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054.

2. Defendant The College of Saint Rose ("Defendant") is, upon information and belief, an entity formed in the State of New York with a principal place of business located at 432 Western Avenue, Albany, New York 12203.

**JURISDICTION AND VENUE**

3. Jurisdiction is appropriate in this Court pursuant to 28 U.S.C. § 1332. The parties are citizens of different states and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

4. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(1).

**COUNT I**  
**Breach of Lease**

5. On or about July 30, 2020, Defendant entered into a Master Lease Agreement and Schedule thereto (the “Lease”) pursuant to which Defendant leased certain equipment (the “Equipment”). See a true and correct copy of the Lease attached hereto as Exhibit “A” and incorporated herein by reference.

6. The Lease was assigned to Plaintiff. See a true and correct copy of the Assignment attached hereto as Exhibit “B” and incorporated herein by reference.

7. The Equipment was delivered to and accepted by Defendant, and Defendant executed a Delivery and Acceptance Certificate certifying that the Equipment was received, accepted, installed, and in good operating order. See Exhibit “A” at “Certificate of Delivery and Acceptance”.

8. Defendant agreed to make all payments due under the Lease and the terms thereof state that the payment obligation thereunder is absolute and unconditional for the full term of the Lease. See Exhibit “A”.

9. Notwithstanding, Defendant has failed to make all monthly payments due which constitutes a default under the Lease and, therefore, the total amount due has been accelerated and the amounts owed under the terms and conditions of the Lease are as follows:

Remaining L/R Balance	\$586,583.00
Attorneys' Fees (est. to date)	\$ 3,500.00
Service Fees	\$ 70.00
Court Costs	\$ 405.00
<b>TOTAL DUE TO PLAINTIFF</b>	<b>\$590,558.00</b>

See Exhibit "A".

10. All credits, if any, to which Defendant is entitled are set out above.

11. Despite frequent demands, Defendant has failed, neglected, and continues to fail or neglect to pay Plaintiff the sum of \$590,558.00 or any part thereof.

12. Based upon the foregoing, Defendant is in breach of the Lease and is liable to Plaintiff in an amount to be determined at trial of not less than \$590,558.00.

**COUNT II**  
**Unjust Enrichment/Quantum Meruit**

13. Plaintiff repeats and incorporates herein by reference the allegations in the foregoing paragraphs with the same force and effect as if set forth herein.

14. To the extent that Defendant has benefited from the services of Plaintiff without having paid for them, Defendant has become unjustly enriched at Plaintiff's expense.

15. Based upon the foregoing, Defendant is liable to Plaintiff in an amount to be determined at trial of not less than \$590,558.00.

**WHEREFORE**, Plaintiff, Canon Financial Services, Inc., respectfully requests that this Honorable Court enter judgment in its favor:

a. On Count I against Defendant, The College of Saint Rose in the amount of \$590,558.00 pursuant to the Lease.

- b. On Count II against Defendant, The College of Saint Rose in the amount of \$590,558.00 pursuant to the Lease;
- c. Plus prejudgment and post-judgment interest, additional attorneys' fees, late fees and the costs of suit; and
- d. Grant such other and further relief as this Court deems just, proper, and appropriate under law and equity.

Dated: August 6, 2024  
Burlington County, NJ

Respectfully submitted,

/s/ Nicola G. Suglia  
Nicola G. Suglia, Esquire  
FLEISCHER, FLEISCHER & SUGLIA, P.C.  
Four Greentree Centre  
601 Route 73 Noth, Suite 305  
Marlton, NJ 08053  
(856) 489-8977 (Phone)  
(856) 489-6439 (Fax)